

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

DSS A.S.,

Plaintiff,

v.

PACEM DEFENSE LLC, d/b/a PACEM  
DEFENSE/ALS,

Defendant.

Civil No. 1:24-cv- 01331-MSN-LRV

**PLAINTIFF’S MEMORANDUM IN SUPPORT OF  
MOTION TO SEAL PURSUANT TO LOCAL CIVIL RULE 5**

Pursuant to Local Civil Rule 5, Plaintiff DSS a.s., by counsel, submits this Memorandum in Support of Plaintiff’s Motion to Seal Portions of Plaintiff’s Opposition to Defendant’s Partial Motion to Dismiss.

The redactions in the Opposition are consistent with the redactions requested by Defendants. *See* Mem. Supp. Mot. Seal, ECF No. 5; Resp. Mot. Seal, ECF No. 11; Reply Supp. Mot. Seal, ECF No. 12; Mem. Supp. Mot. Seal, ECF No. 17; Opp. Mot. Seal, ECF No. 21; Reply Supp. Mot. Seal, ECF No. 22. At bottom, Plaintiff files this Motion out of an abundance of caution because the agreement at issue in this matter contains the following provision:

Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, personal information, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section 16. This Section 16 shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of

disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

Plaintiff, however, does not believe that the Court should seal any parts of its Opposition to Defendant's Partial Motion to Dismiss. *Cf. Va. Dep't of State Police v. Washington Post*, 386 F.3d 567, 575–76 (4th Cir. 2004) (indicating that filings under seal are discouraged).

Dated: September 19, 2024

DSS a.s.  
By counsel

/s/ Attison L. Barnes, III  
Attison L. Barnes, III (Va Bar 30458)  
Stephen J. Obermeier (Va Bar 89849)  
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*Counsel for Plaintiff DSS a.s.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 19, 2024, I caused to be electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, and I also transmitted the foregoing via email to opposing counsel.

/s/ Attison L. Barnes, III  
Attison L. Barnes, III